

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ECF

07 CV 2889 (AKH)

ROYAL & SUN ALLIANCE INSURANCE,
PLC,

Plaintiff,

-vs-

OCEAN WORLD LINES,

Defendant & Third Party Plaintiff,

vs.

YANGMING MARINE TRANSPORT CORP.
and DJURIC TRUCKING, INC.,

Third Party Defendants.

SUPPLEMENTARY THIRD PARTY
DEFENDANT, DJURIC'S
DECLARATION IN SUPPORT OF ITS
MOTION TO:

1. DISMISS THE CLAIMS AGAINST
IT ON GROUNDS OF A
MANDATORY AND EXCLUSIVE
FOREIGN FORUM SELECTION
CLAUSE, OR
2. DISMISS THE CLAIMS AGAINST
IT ON GROUNDS OF A
COVENANT NOT TO SUE, OR
3. LIMIT ITS LIABILITY, IF
ANY, TO \$500 PER PACKAGE

RICHARD CRIBARI declares that the following statement is true under the penalties of perjury:

1. I am the General Manager of third party defendant, DJURIC TRUCKING, INC. (hereafter, "DJURIC"). I am fully familiar with the facts and circumstances of this matter and I make this declaration on personal knowledge in support of its motion to dismiss the claims and third party claims against it on grounds of a forum selection agreement and a covenant not to sue, or alternatively to limit its liability to \$500 per package.

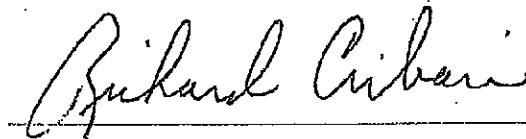
2. I have been working with Djuric Trucking for the last 10 years. During that time, all shipments by Yang Ming have been pursuant to a private rate agreement and not subject to Djuric's tariff. The applicable rate from Chicago to Bourbon is set forth at Exhibit KK submitted with my initial affidavit.

3. I can confirm that the shipment in question was not shipped pursuant to an inland bill of lading nor was it subject to Djuric's tariff and that this has been the custom and practice under the private rate agreement between Yang Ming and Djuric which has been in existence as long as I have been at Djuric Trucking.

4. I further confirm that Djuric's tariff contains no rules and regulations and only contains geographic rate pairs (i.e. rates between two points). No aspect of Djuric's tariff is applicable to the shipment that was damaged. Based on my experience, most, if not all, shipments on behalf of Djuric's major customers, are pursuant to private rate agreements and not subject to tariff rates, charges and rules and this situation has been the rule with most trucking companies since the deregulation of the Interstate Commerce Commission which allowed for private contracts between motor carriers and shippers.

5. I also confirm that Yang Ming Line was the shipper in regard to the shipment described in the cartage receipt, Exhibit LL attached hereto, and they are the only company with whom we had a contract in regard to the shipment which is the subject of this lawsuit

Dated: Hammond, IN, January 25, 2008



RICHARD CRIBARI

EXHIBIT LL

NOV 15, 2007 03:53P ROWE*ROWE

5742345987

page 2

[illegible]

१५३३

ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ԱԿՏԻՎՈՐ

07/11/08 11:28 AM 745 0409

D 065